

**The City of Middletown
Purchasing Department,
Municipal Building
245 DeKoven Drive
Middletown, CT 06457**



CONTRACT DOCUMENTS

**BID #2014-011
STREETLIGHT MAINTENANCE SERVICES
FOR THE CITY OF MIDDLETOWN**

**PUBLIC WORKS DEPARTMENT
Middletown, Connecticut**

BIDS DUE: Friday, May 23, 2014 at 11:00 am

QUESTIONS: PLEASE CONTACT PURCHASING AT (860) 638-4895

**DONNA L. IMME, CPPB
SUPERVISOR OF PURCHASES**

**CARL R. ERLACHER
DIRECTOR OF FINANCE AND REVENUE SERVICES**

The contract documents for the contract entitled:

**BID #2014-011 – STREETLIGHT MAINTENANCE SERVICES FOR THE CITY OF MIDDLETOWN -
PUBLIC WORKS DEPARTMENT**

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Section 2

NB-208 Attachment

CITY OF MIDDLETOWN

INVITATION TO BID

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT, 06457 will be received until **Friday, May 23, 2014 at 11:00 am** for the following:

BID #2014-011
STREETLIGHT MAINTENANCE SERVICES
FOR THE CITY OF MIDDLETOWN - PUBLIC WORKS DEPARTMENT

Work required pursuant to this contract includes furnishing all labor, materials, equipment, and incidentals necessary to complete the maintenance and repairs of the city owned street lights.

A bid bond in the amount of ten percent (10%) of the total bid amount shall be required with all bids submitted. Performance and Labor and Materials Payment Bond(s) in the amount of 100% of the contract sum shall be required from the selected bidder following award.

Bid documents may be obtained at the Purchasing Office, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT., Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. **It is preferred that they are downloaded free of charge on the City of Middletown web site: www.MiddletownCT.gov** . All questions concerning this bid should be directed in writing to the Purchasing Department via fax at 860-638-1995 or email at purchase@MiddletownCT.gov .

Bids will be publicly opened and read aloud in Room 208, Municipal Building, Middletown, Connecticut. All bids shall be submitted on the designated forms and in an envelope using the bid return label provided as designated in the Information for Bidders.

The City of Middletown reserves the right to waive any defect or any irregularity in any bid and reserves the right to reject any or all bids. Bids, amendments to bids or withdrawals of bids received after the time set for the bid opening will not be considered.

All bids and proposals are subject to, and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: **05/06/2014**
Middletown, Connecticut

Donna L. Imme, CPPB
Supervisor of Purchases

INFORMATION FOR BIDDERS

1. Date and Place for Opening Proposals - Pursuant to the "Invitation to Bidders", sealed proposals for performing the work will be received by the Purchasing Department at the time and place set forth therein with the award to be made as soon as practicable.

All bids received by the time set for receipt will be opened by the Supervisor of Purchases and read publicly at the exact time set for receipt irrespective of any irregularities therein. Bidders and or their representative and any interested public may be present.

2. Printed Form for Proposals - All proposals must be made upon the blank proposal form as attached hereto; should give price both in words and figures; must be signed and acknowledged by the bidder where indicated on the proposal form; submitted sealed in an envelope using the Bid Return Label provided.

3. Omissions and Discrepancies - Should a bidder find discrepancies or omissions from the Contract Documents or should he doubt their meaning, he should immediately notify the Supervisor of Purchases who may send written instructions to all bidders. Bidder must type or use black pen at all times.

4. Acceptance or Rejection of Proposals - The City reserves the right to accept or reject any or all proposals. Without limiting the generality of the foregoing, any proposal which omits a bid on any one or more items on the price sheet may be rejected; any proposal containing modifications or changes to the price sheet may be rejected; any proposal in which unit prices are omitted or in which unit prices are obviously unbalanced may be rejected.

5. Acceptance of Proposals and the Effect - Within thirty (30) calendar days after the opening of the bids, the City will act upon them. The acceptance of a proposal will be either a notice of award, in writing, or an acceptance letter from the Supervisor of Purchases, and no other act shall constitute the acceptance of a proposal.

The acceptance of a proposal shall bind the successful bidder to execute the contract within the time and manner as set forth within these contract documents making him responsible and liable for failure to execute as prescribed.

6. Time for Executing Contract and Damages for Failure to Execute - Any bidder whose proposal shall be accepted will be required to appear at the office, where directed to appear in the Notice of Award, in person, or a duly authorized representative of a firm or corporation, to execute the contract within ten (10) days, including Saturdays and Sundays, of the date of mailing of a notice, stating that the award has been made to him or his firm. Failure or neglect to do so shall constitute a breach of contract for which the City may cancel the notice of award, award the bid to someone else, or rebid the entire project as well as sue for damages.

Damages for such a breach of contract will include but not be limited to the loss of any awarding of work to him and other items whose accurate amount will be difficult or impossible to compute, and all other damages recoverable at law and in equity.

7. Determination of Lowest Responsible Bidder/Award - Except where the Owner exercises the right herein to reject any or all proposals, the contract will be awarded by the owner to the "Lowest Responsible Bidder", as determined under the factors to be considered under section 78-m, as amended, of the Middletown Code of Ordinances.

It is the intent of the City to award one (1) contract in the aggregate to the lowest responsible bidder submitting the lowest total cost to provide streetlight maintenance services for the duration of the contract term, combined with the hourly rates to provide regular and emergency service and provided there are sufficient funds available to award the contract. However, the City of Middletown reserves the right to award in whichever way is in the City's best interest.

9. Contract Term - The contract term shall be for a period of three (3) years to commence on or after **July 1, 2014 and terminate June 30, 2017**

Authorization to renew the contract for each successive contract period shall be based upon an evaluation of the bidder's performance for the prior period as determined by the Public Works Director or his/her designee.

10. Prices - In the event of discrepancy between the prices quoted in the proposal in words and those in figures, the words shall control. The prices are to include the furnishing all labor, equipment, materials,

mileage to and from repair sites and incidentals necessary to comply with the City's requirements.

11. Interpretations and Addenda - **No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.** Every request for an interpretation shall be made **in writing**, addressed and forwarded to the Supervisor of Purchases, Municipal Building, 245 DeKoven Drive, Middletown, Connecticut, 06457. **Questions may be sent via facsimile to (860) 638-1995 or email to purchase@middletownct.gov.**

To receive consideration, such questions shall be submitted in writing by **Wednesday, May 14, 2014 by noon**. If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to enable the Supervisor of Purchases to determine the equality or suitability of the product or method. In general, the Supervisor of Purchases will neither approve nor disapprove particular products prior to the opening of the bids; such products will be considered when offered by the bidder for incorporation into the work.

The Supervisor of Purchases will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. At least five days prior to the receipt of bids, a copy of these Addenda will be posted to our website at www.middletownct.gov. **It is the responsibility of each bidder visit and acknowledges all addenda's and updated information that is posted on our website.** Non-receipt of said addenda shall **not** excuse compliance with said addenda. No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

Again, it is the responsibility of each bidder to visit our website at www.middletownct.gov to determine whether any addenda have been issued and posted and if so whether he/she has received a copy of each.

12. Termination of Agreement - The City reserves the right, if it determines it to be in the best interests of the City to do so, to terminate this Agreement at the end of any full month. If the City exercises this right, it shall terminate this Agreement by giving five days advance written notice to the bidder of such termination in the month in which the termination is to take effect, and in

such event, the bidder shall be compensated for the monthly maintenance fee for that month after which time this contract shall terminate.

13. Insurance - The selected bidder shall be required to provide a Certificate of Insurance as specified in the attachment "Insurance Requirements". The bidder shall be required to provide evidence of such insurance coverage to the Supervisor of Purchases within ten (10) days from receipt of the Notice of Award. Evidence of such insurance coverage and City approval shall be required prior to the execution of the contract document.

14. DAS Prequalification Certificate and DAS Update (Bid) Statement - The Contractor and any Subcontractor performing work with a subcontract value in excess of \$500,000 shall each hold a current DAS Contractor Prequalification Certificate from the State of Connecticut Department of Administrative Services in accordance with C.G.S. Section 4a-100. Bidders shall submit in their bid the DAS Prequalification Certificate and a current DAS Update (Bid) Statement. Bids submitted without the DAS Prequalification Certificate and DAS Update (Bid) Statement shall be disqualified.

15. Bonds -

A. Bid Bond - The proposal must be accompanied by a Bid Bond which shall not be less than ten percent (**10.0%**) of the total bid amount. The Bid Bond shall be prepared on the forms attached to these documents by a recognized Surety Company acceptable to the City. Premiums shall be paid by the bidder. The bid bond shall be made to the City of Middletown. **Alternate bond forms will not be accepted by the City.**

Certified checks in an amount of not less than ten percent (10.0%) of the total bid as stated above, made payable to the City of Middletown, will be accepted in lieu of a bid bond.

B. Guarantee by Surety - The bid shall be accompanied by a written guarantee submitted on the form attached to these documents by a Surety authorized to do business in Connecticut that it will provide the 100% Performance Bond included within these specifications required by the contract documents if the bidder's bid is accepted.

C. Performance and Labor and Materials Bond - The bidder shall furnish a Surety Bond in an

amount equal to one hundred percent (100%) of the contract price as security for faithful performance of the contract and for payment of all persons performing labor or supplying materials on the project under the contract, prior to the execution of the contract. Surety on such bond shall be provided by a duly authorized Surety company licensed to do business in the State of Connecticut and all bonds shall meet the approval of the City of Middletown. Premiums shall be paid by the bidder. All bonds shall be made to the City of Middletown. The bidder must utilize the Performance Bond Form included with these specifications. **Alternate bond forms will not be accepted.**

- E. Amendments to Bonds - Any changes, modifications, amendments and/or alterations to any of the required bond forms shall be highlighted and the City shall be advised of same and consent to same prior to its acceptance of the bond as so changed, modified, amended and/or altered. Failure to advise the City of these changes in accordance with this requirement shall make the bidder ineligible to bid on any future City projects.
- F. Tax Bonds: All Non-resident Trade Contractors are required to submit either a "Verification approval (form AU-960 & 961) Or Acceptance of Surety Bond (form AU-964) to the State of Connecticut Department of Revenue Services (DRS). The successful bidder must provide approval confirmation to the City of Middletown submitting form (AU-962) or (AU-965) issued from the DRS prior to the issuance of the Notice to Proceed.

16. Time for Performance -

- A. Streetlight maintenance service shall be provided in accordance with the response time specified in the Technical Specifications section of the bid documents.
- B. Failure to provide such required streetlight maintenance services within this response period shall constitute default and breach of contract and the Owner may then authorize procurement of such equipment/material from the most expeditious alternate source available to them.
- C. All excess expenses charged for alternate

procurement of defaulted service under this contract shall be deducted from monies due the successful bidder on this contract. If no monies are due, then the bidder shall pay to the Owner the difference between the contract price and what the Owner must pay to obtain the item from said alternate source.

17. Indemnification - The successful bidder agrees to indemnify and hold harmless the Owner, its officers, agents, servants and employees against any and all liability, judgments, cost, expenses and other loss, including attorney's fees, and against all claims or actions including but not limited to those based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with any act or omission of the Successful Bidder, its officers, agents, servants and employees in the performance or lack of performance of the services under this contract.

18. Payment Terms - Prepayment discounts for early payment are preferred. All others shall be net 30 days unless specified otherwise. The bidder shall submit an itemized invoice to the Public Works Director and or his/her designee monthly. The Public Works Director shall then review and approve the invoice for payment and forward same to the Finance Department for payment. Payment shall then be made to the bidder no sooner than ten (10) consecutive calendar days from the date the invoice is received by the Finance Department as approved by the Department Director.

19. Quantities - The municipal streetlights to be serviced specified represent those listed in this contract. They are included to provide the bidder with an estimate of the City's annual requirements pursuant to this contract and to provide a uniform basis for the comparison of bids. These quantities however, are **not guaranteed**.

The City of Middletown shall reserve the right to increase or decrease the number of streetlights to be serviced, which shall be determined by the CL&P annual inventory list.

20. Excise and Sales Tax - Purchases made by the City of Middletown are exempt from the payment of Federal Excise and Connecticut Sales taxes. Such taxes must not be included in the bid prices. Exemption certificates will be provided at the bidder's request.

21. Condition Necessary to Complete Contract to Satisfaction of the City of Middletown - The City shall

designate the time, place and amounts of work to be done so as to meet all stipulations as set forth in the Contract Documents. Any contractual agreement made herein between the bidder and the City shall not restrict the City from utilizing other sources of materials and services. If the City chooses to utilize other sources of materials and/or services, this shall not act to negate or void the contract; nor shall employment of such materials or services be used as a basis for the successful bidder to abandon his responsibilities or to claim damages as set forth within the Contract Documents.

22. Definition - Annual Service Contract - The annual maintenance service contract for the streetlights shall be defined to include but shall not be limited to include furnishing **all equipment, replacement parts, labor, and mileage to and from the service location requiring repair**, and any other incidentals necessary to maintain the equipment in good working order throughout the contract term specified.

23. Invoicing - The annual maintenance service contract and system start-up shall be billed monthly. The contractor shall be authorized to provide service upon receipt of a pre-approved purchase order to be generated by the Public Works Department on an annual basis.

24. Corrections to Bids - Corrections, erasures or changes to the bid must be noted over the signature of the bidder.

25. Firm Pricing - The City of Middletown requires that bidders hold bid pricing firm for the minimum period of twelve (36) months in accordance with the contract term specified here-in.

26. Extension Option - The City reserves the right to renew the contract for up to one additional year provided that contract pricing will be held firm for the additional contract period, if to do so is mutually acceptable to the parties. Authorization to renew the contract shall be subject to the approval of the Purchasing Office. Authorization to renew the contract shall be by a written amendment to the contract only as prepared by the Purchasing Office to be authorized upon the Mayor's signature

27. Conditional / Qualified Bids - A conditional or qualified bid will not be accepted.

28. Corrections to Bids - Corrections, erasures or other

changes in the bid proposal must be explained or noted over the signature of the bidder.

29. Facsimile Bids - Facsimile bids will not be accepted by the City under any circumstances.

30. Bid Tabulation - A bid tabulation will be furnished to any bidder upon receipt of a self-addressed stamped envelope which may be submitted with the bid or under separate cover.

31. Subcontract - The Bidder awarded this contract shall not subcontract this contract in whole or part without prior written authorization from the City of Middletown.

32. Bidders Qualifications- The City of Middletown may make such investigations as deemed necessary to determine the ability of the bidder to perform under this contract. The bidder shall furnish the City with such information and data as may be required for that purpose. The City shall reserve the right to reject any proposal of any bidder that fails to satisfactorily convince the City that he is properly qualified by experience and facilities to fulfill their obligations and to complete the terms of the contract. The Bidder shall submit with his/her bid a completed notarized statement of their qualifications on the form included within these specifications.

33. Assignment of Antitrust Claims - The contractor or subcontractor offers and agrees to assign to the City of Middletown all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. § 15, as amended, or under made and Chapter 624 of the General Statutes of Connecticut, as amended, arising out of the purchase of services, property, commodities or intangibles of any kind pursuant to a purchase contract or subcontract made by the City of Middletown. This assignment shall be made and become effective at the time the City of Middletown awards or accepts such contract, without further acknowledgment by the parties. (5-14-93)

34. Americans with Disabilities Act - The contractor / service provider, in performing this agreement, will at all times, comply with the provisions of Title II, the nondiscrimination and access requirements, of the Americans with Disabilities Act.

35. Definition of Terms - For the purpose of this contract whenever the word bidder occurs it shall refer to the contractor and wherever the word contractor appears it shall refer to the bidder.

**PURCHASING DEPARTMENT
CITY OF MIDDLETOWN
BID ATTACHMENT**

CHAPTER 78

SECTION 78-8-M BID PREFERENCE FOR LOCAL VENDORS.

1. Definitions: as used in this section, the following terms shall have the meanings indicated:

CITY-BASED BUSINESS- A business with a principal place of business located within the City of Middletown. A business shall not be considered a City-based business unless evidence satisfactory to the purchasing Supervisor has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Middletown. Such evidence may include evidence of ownership of or a long-term lease of the real estate from which the principal place of business is operated, or payment of property taxes on the personal property of the business to be used in performance of the bid.

PROJECT- All bids, and all quotes solicited for purchases exempted from bidding pursuant to § 78-8, as amended, except requests for proposal and contracts for professional services pursuant to § 78-10, as amended.

2. On any project the lowest responsible bidder shall be determined in the following order:

- a. City-based bidders.

(1) On projects the cost of which are one million dollars total contract price or less, any City-based bidder which has submitted a bid not more than 10% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 10% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(2) On projects the cost of which are over \$1,000,000 but less than \$ 5,000,000 total contract price, any City-based bidder which

has submitted a bid not more than 5% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 5% higher than the low bid and has agreed to accept the award of the bid at the amount, of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

(3) On projects the cost of which are over \$5,000,000 total contract price, and City-based bidder which has submitted a bid not more than 3% higher than the low bid, provided such City-based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City-based bidder has submitted bids not more than 3% higher than the low bid and has agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City-based bidders which submitted the lowest bid.

- b. The low bidder. (2/8/78, 12/2/02)

CHAPTER 26, CONTRACTS

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to

enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)

ARTICLE II TRADES WORKERS AND LABORERS.

26-7 Provisions to be incorporated

All contracts entered into between the City of Middletown and contractors which utilize trades workers and laborers by the contractor shall in the performance of the Contract incorporate the following provisions:

- A. The Contractor shall hire residents of the City of Middletown to perform all necessary labor.
- B. In the event the contractor is restricted by labor contracts, or the required specific skills are not available in the City of Middletown, the contractor may hire trades workers and laborers who reside outside the City, provided that prior to commencement or performance the contractor submits its reasons for such action in writing along with supporting documents to the City.

Such documents may consist of, but are not limited to labor contracts, lists of names and addresses of trades workers, laborers or labor representatives contacted by the City of Middletown and lists of required skilled labor positions for which personnel were not available in the City of Middletown. The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after

review and report by City Staff and the Contract compliance Committee, determines that the contractor has failed to comply with this ordinance it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any party.

C. Prior to commencement of performance, and at any time after commencement of performance of the contract by the contractor, the Purchasing Agent may require submission of relevant documents and other relevant information related to the employment of tradesmen and laborers in performance of any specific contract with the City. The contractor shall respond promptly to all inquiries and requests for information and documents made by the City.

D. Prior to commencement of performance of the contract, the contractor shall forward to the department overseeing the contract a written statement which indicates the name of each worker scheduled to perform work for the contractor on each contract, the worker's City of residence and occupational title. The same shall be provided for all subcontractors working on the contract. The department shall forward copies of such statements to the Purchasing Agent upon receipt. The contractor shall provide written amendments to these statements in order to provide advance notice to the City of the scheduled employment of other workers the contractor chooses to perform work on the contract. The amendments shall be on file with the City before such other workers report to work. The department overseeing the project and the Office of the Purchasing Agent shall keep separate files of each construction project.

E. The contractor shall forward to the department overseeing the contract bi-weekly payroll records which cover the proceeding bi-weekly contract period, which shall be on forms approved in advance by the City. Copies of these reports shall be forwarded by the City department overseeing the project to the Purchasing Agent, upon receipt.

F. A copy of this ordinance shall be included and be part of the bid and contract documents. Reference to the page number of this ordinance shall be made in the index or table of contents of the bid and contract

documents.

G. All tradesworkers and laborers hired to perform work under contracts that meet the total cost of construction amounts set out in Connecticut General Statutes § 31-53, as amended, shall be paid at the prevailing rates for the same work in the same trade in the City and shall receive the fringe benefits normally offered at that time for the particular trade. "Prevailing rates" as used herein shall mean the latest rates published by the Connecticut Labor Department unless otherwise required to qualify for a federal grant pertaining to the contract.

26-8 Definitions

As used in this article the following terms shall have the meaning indicated "contractor" shall include the general or prime contractor and all subcontractors performing work under the contractor. The prime or general contractor shall be responsible for the compliance of the subcontractors.

"Tradesmen" and "Laborers" shall mean the employees employed by the contractor in positions for which prevailing rates are published by the Connecticut Labor Department. Local tradesmen and laborers shall not include workers temporarily residing in the City during the term of a contract.

26-9 Inspection and Enforcement

A. The department overseeing the contract shall conduct bi-weekly on-site inspections in order to verify the accuracy of written reports and statements and to insure that the intent of this ordinance is met.

B. The Director of the City department overseeing the project shall notify the Purchasing Agent in writing as to the correctness of written records furnished by the contractors.

C. The Purchasing Agent shall inform the Contract Compliance Committee whether or not each contractor has forwarded the required written records to the City, hired local laborers and tradesmen to perform the necessary work, and paid the prevailing wages and provide the prevailing fringe benefits to employees.

26-10 Contract Compliance Committee

A. There shall be a committee known as the Contract Compliance Committee. The Committee shall

consist of three electors of the City who shall be appointed by the Mayor with the Consent of the Common Council. Two of the committee members shall be Common Council members not of the same political party who shall serve during their term of office, one of whom shall be designated chairman by the Mayor. The third committee member shall be a member of an organized trade labor group who shall serve a two-year term commencing on the date of appointment.

- B. If the committee determines that a contractor is not in compliance, it shall make a report of its findings to the Mayor and Common Council with its recommendations as to whether corrective action should be required of the contractor or whether the contractor should be terminated.
- C. The Purchasing Agent shall provide staff assistance to the committee. (3/1/82, 11/1/02, 2/3/2003, 9/4/2007)

ARTICLE III ADEQUATE DELIVERY OF SERVICE

26-11 Provisions to be incorporated

All service contracts entered into for the benefit of the citizens of Middletown between the City of Middletown and contractors shall incorporate the following provisions:

- A. A description of the services provided under the contract.
- B. The name, address, and proof of agreement between a second agency which could step in at a moment's notice should the contracting agency not be able to fulfill its designated service.
- C. The contracted agency will be held responsible both financially and administratively with respect to the provision of backup services in the event the agency could not fulfill its contract obligations for Middletown citizens in accordance with the contract with the City.
- D. A twenty-day advance notification period is required of each agency to inform the City of an expected interruption of services per its contracts. (11/1/02)

ARTICLE IV APPRENTICES

26-12 Provisions to be incorporated.

All contracts entered into between the City of Middletown and contractors, which utilize apprenticeable trades, or occupations by the contractor in the performance of the contract shall incorporate the following provisions:

The contractor shall be affiliated with a state certified apprenticeship program for each apprenticeable trade or occupation represented in its workforce that is not otherwise governed by applicable state statutes and regulations.

26-13 Exception

In the event the contractor is restricted by labor contracts, the contractor may not have to comply with the provisions of subsection (a). provided that prior to commencement of performance the contractor submits its reasons for such action in writing along with supporting documents to the City. Such documents may consist of, but are not limited to labor contracts.

26-14 Enforcement

The contractor shall submit such relevant documents and other relevant information as may be requested by the City to determine compliance with this ordinance. If the Common Council, after review and report by City staff and the Contract Compliance Committee, determines that the contractor has failed to comply with this ordinance, it may require corrective action to be taken by the contractor to effect compliance or may terminate the contract. If the corrective action required is not done by the contractor, the Council may terminate the contract. If the Council terminates the contract, such termination shall be without any liability of the City of Middletown to the contractor, its subcontractors or any other party.

(12/7/98, 11/1/02)

ARTICLE V FAIR CLASSIFICATION OF TRADESMEN AND LABORERS

26-15 Compliance with state and federal laws required.

All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of any public building or public work shall comply with all applicable state and federal laws governing fair

treatment of employees, including but not limited to unemployment compensation and workers' compensation. All contractors entering into contracts with the City of Middletown for the construction, alteration or repair of any public building or public work shall comply with all applicable state and federal laws governing fair treatment of independent contractors, including but not limited to payment of the relevant prevailing wage rates.

26-16 Determination of status as employee.

For purposes of this chapter, any person who meets 9 or more of the following criteria shall be considered an employee:

- A. The person is required to comply with company instructions about when, where, and how work is done;
- B. The person has been trained by the company.
- C. The person is integrated into the company's general business operations.
- D. The person must render services personally.
- E. The person uses assistants provided by the company.
- F. The person has a continuing relationship with the company.
- G. The person is required to work a set number of hours.
- H. The person must devote substantially full time work to the company.
- I. The person works at the company's premises or job site.
- J. The person must perform work in a preset sequence.
- K. The person must submit regular progress reports.
- L. The person is paid by the hour, week, or month; payroll deductions include federal and/or state income taxes, FICA insurance.
- M. The person is reimbursed for all business and travel expenses.

- N. The person uses company tools and materials.
- O. The person has no significant investment in the facilities that are used.
- P. The person has no risk of loss.
- Q. The person works for only one company.
- R. The person does not offer services to the public.
- S. The person can be discharged by the company.
- T. The person can terminate the relationship without incurring liability.

26-17 Enforcement

Enforcement of this provision shall be monitored by the Building Committee or the Director of the City Department or Agency for which the construction is being done. If the construction, alteration or repair is being overseen by a building committee, the building committee shall monitor compliance with this section. Nothing in this subsection shall be construed to prevent the Public Works Department, the Contract Compliance Committee, the Purchasing Department or the Common Council from conducting independent investigations and/or initiating enforcement through appropriate channels.

26-18 Applicability

This Section shall only be applicable to contracts signed on or after the date of its passage.

26-19 Notice of Status

Any contractor utilizing the services of tradesmen or laborers who are not classified as employees under this chapter shall provide written notice to said tradesmen or laborers of their status. Said notice shall include a provision advising the tradesman or laborer that he or she is not eligible for workers' compensation, health insurance, or unemployment compensation from the contractor.

(9/7/99, 11/1/2002)

**CITY OF MIDDLETOWN
PURCHASING DEPARTMENT
BID ATTACHMENT**

AFFIDAVIT OF LOCAL VENDOR

(City of Middletown Based Businesses Only)

I, _____ being duly sworn, make affidavit and
Vendor Name

say that I own and operate _____ which is
Business Name and Address

he bona fide principal place of business for _____.
Business Name

Evidence of ownership and principal place of business is may include: (Check the one which applies.)

____ 1. Copy of canceled check for payment of personal property taxes on the business to be utilized in
performance of the Bid.

____ 2. Copy of long term lease of the real estate from which the principal place of business is operated.

Vendor Name

STATE OF CONNECTICUT:

ss. Middletown, CT

COUNTY OF MIDDLESEX:

Personally appeared, _____,
Vendor name

of the foregoing instrument and acknowledged the truth of the foregoing, before me.

Notary Public: _____

My Commission Expires: _____

BID 2014-011
STREETLIGHT MAINTENANCE SERVICES
FOR THE CITY OF MIDDLETOWN

GENERAL SPECIFICATIONS

The City of Middletown is seeking the services of a qualified street lighting repair and maintenance services contractor to provide complete field maintenance services for the City's street lighting system. The City also wishes to explore any opportunities available to reduce electricity costs and/or maintenance needs while not impacting the efficiency and effectiveness of the streetlight system. The project scope encompasses ongoing streetlight maintenance and repair activities for the City-owned streetlight and parking lot light system with fixed unit pricing for a contract term of **three (3) years to commence on or after July 1, 2014 and terminate June 30, 2017.**

TECHNICAL SPECIFICATIONS

SCOPE OF WORK

The contractor shall furnish all tools, labor, equipment, materials, mileage costs to and from each service site, and incidentals necessary to inspect and maintain streetlights.

1. Special Conditions

Prospective firms submitting proposals shall have a minimum of three (3) years of experience in the area of municipal street light maintenance services of similar nature to the services needed in this request.

2. General Scope of Contract

The Contractor shall provide streetlight maintenance services, possible group lamp replacement and emergency repair services for 5133 streetlights in the City. The Contractor shall also provide new light installation services in instances when the City owns, or will own, the pole as well as the light fixture. In the provision of the services, the Contractor shall use only luminaries, mounting brackets and accessories that meet CL&P standards and applicable codes, as approved by the Public Utilities Regulatory Authority (PURA), or have received prior CL&P approval as equal or compatible with CL&P standards.

3. Base Maintenance Services

"Base Maintenance Services (Year)" includes performing routine maintenance on City-owned streetlights. Routine maintenance includes the following:

- Replacement of the bulb, photocell, fixture or any combination thereof;
- Testing fixture for power, proper grounding and backwiring;
- Cleaning lens and/or fixture of debris;
- Securing decorative top fixtures to the lamp post;
- Installation of contractor-furnished labels on installed poles;

This item shall also include other administrative work such as:

- Maintaining an inventory of routine equipment used for repairs;
- Maintaining a computerized work order system;
- Submitting monthly reports to the City documenting work performed;
- Attend up to four meetings per year with City staff and/or City commissions to report on issues related to the

- streetlight system;
- General conditions; bonds; insurance; etc.

Repairs or replacements shall be made upon notification by the City to the Contractor through a work order submitted via e-mail. **Maintenance repairs shall be made within five (5) working days of notification**, weather permitting. The Contractor shall notify the City via e-mail of the date and time of repairs within three (3) working days of the repair.

The Contractor shall conduct semi-annual streetlight operational inspections of the entire City to identify inoperative streetlights. Following the inspection, the contractor shall notify the City of all inoperative streetlights in the system.

The Contractor will be expected to maintain an inventory or have available a supply/supplier of photo cells, lamps, ballasts, fixtures and other equipment that is routinely used for these repairs in order to perform the contract in the timeframe required. Said inventory shall not include poles, except for an inventory of six (6) low-mount fiberglass poles.

4. Emergency Repair Service

“Emergency Callout Response” includes performing emergency maintenance on City-owned streetlights. Emergency maintenance includes the immediate response to an accidental pole knockdown or other event and all work associated with making the area safe, including, but not limited to:

- Removal and disposal of existing pole, fixture and appurtenances;
- Removal and disposal of any existing damaged equipment;
- Removal and disposal of any remaining pole sections in the ground;
- Salvage any usable hardware for the pole re-installation;
- Clean up any broken glass, plastic or other debris associated with the streetlight;
- Installation of any temporary measures to make area safe;
- This item may require the use of a crane;

The Contractor shall provide services under this item on a 24-hour per day, 7-day per week basis. The City anticipates approximately 10 of these instances per year. The City will contact the Contractor, identify the pole type, explain the extent of the damage, and inform the Contractor of the location of the knockdown. The Contractor shall respond to all calls from the City for emergency streetlight knockdowns within three (3) hours of the call, weather permitting. Response to non-emergency calls shall be by 9:00 am the next business day. The City will determine whether a knockdown call is an emergency or not.

The Contractor shall provide three (3) emergency telephone numbers, in addition to an emergency answering service (see Section 10, Answering Service for Emergency Calls), for reporting emergency repairs.

At the time the streetlight needs to be replaced, it shall be done in accordance with the installation items included in this contract.

5. Streetlight Replacement, Accident Repairs and New Installations

The Contractor may occasionally be called upon to install new streetlights or to replace streetlights damaged as a result of an accidental knockdown. This work will be paid under the following items:

“Install Low Mounted Fiberglass Pole and Fixture (Traditional)” includes the furnishing and installation of an 18’ direct-bury low mount pole of the same type as nearby or closest equivalent available, a full cutoff fixture; and a new lamp, complete and in place.

“Install Low Mounted Fiberglass Pole and Fixture (Contemporary)” includes the furnishing and installation of a 18’ direct-bury low mount tapered composite pole of the same type as nearby or closest equivalent available, a full cut-off

fixture, a new lamp; and a new photoeye, complete and in place.

“Install High Mount Wood Pole and Fixture” includes the furnishing and installation of a 40’ Class 3 treated wood pole, center bore; a 10’ galvanized steel truss arm; a full cutoff cobra head, a new lamp; a new photoeye; and cable, complete and in place.

“Install Low Mounted Pole and Fixture (City Furnished)” includes the installation of a City-furnished decorative pole under 20’ in height; City-furnished arm; and City-furnished fixture, complete and in place on an existing foundation. The Contractor shall furnish all wiring, nuts, bolts or other appurtenances as necessary to provide a complete installation.

“Install High Mounted Pole and Fixture (City Furnished)” includes the installation of a City-furnished decorative pole over 20’ in height; City-furnished arm; and City-furnished fixture, complete and in place on an existing foundation. The Contractor shall furnish all wiring, nuts, bolts or other appurtenances as necessary to provide a complete installation.

“Reset Existing Foundation” includes the removal and resetting to plumb of an existing streetlight foundation, typically after an accidental knockdown. This item includes all excavation and backfill needed to perform this work.

“Replace Foundation” includes the removal and disposal of an existing streetlight foundation, typically after an accidental knockdown; and the furnishing and installation of a new precast or poured in place concrete streetlight foundation as specified for the type of streetlight, complete and in place. This item includes all excavation and backfill needed to perform this work.

All of these items include a complete installation, including all wiring, testing, cleanup, labor, equipment, tools, materials (unless otherwise specified as City-furnished) and incidentals.

The Contractor shall install new streetlights within fifteen (15) working days of notification by the City. In the case of a new subdivision with multiple pole and fixture installations, the City and the Contractor will meet to plan an acceptable schedule of installation at least two months prior to the anticipated installation start date. The Contractor will be informed of the location of the new pole and materials and equipment needed for the installation. The Contractor shall review and provide comment on streetlight layout plans for new subdivisions.

The Contractor is notified that existing poles may be energized either underground or overhead.

On all newly installed equipment, the Contractor shall affix a contractor-furnished ownership identification label on the fixture which is readily visible from the ground during daylight hours, and a contractor-furnished pole identification number on the pole. This work will be considered as included in the unit cost for each installation item.

The Contractor shall record the date, all the materials used for each installation and the materials disposed of as part of the installation on a form to be provided by the City and this completed form shall be returned to the City by the end of the following business day. This work will be considered as included in the unit cost for each installation item.

The City reserves the right to contract with other vendors for the installation of new streetlights.

6. Other Work

“Extra Work (Description)” includes the furnishing of labor and/or equipment specified for any work ordered by the Engineer that is above and beyond the work described in this contract. The Contractor shall provide the Engineer for approval an estimated quantity for any extra work ordered by the Engineer in advance of such work. The hourly unit price for each item shall be complete and no additional markup on these items will be allowed.

7. Utility Coordination

The Contractor will be required to coordinate streetlight repair and maintenance activities with CL&P. In the event of a scheduling change for any reason, the Contractor will be responsible for cancellation of any utility assistance.

8. Documentation and Monthly Reporting

The Contractor shall document all work performed on the streetlight system.

When a repair is completed, the Contractor shall submit a completed work order via e-mail to the City within three (3) working days of the repair.

The Contractor shall submit a monthly report on a form provided by the City, summarizing the work performed in the previous month. The report shall include the problems identified by contractor inspections, repairs made, streetlights installed or removed and any other changes that affect the streetlight inventory database. This monthly report shall be submitted concurrently with the Contractor's monthly invoice.

The Contractor shall maintain all data and work orders throughout the length of the contract and shall be able to submit any historical data as requested by the City.

Documentation and administration shall be considered included in the unit cost for the various other items and will not be paid for separately.

9. Other Assistance

At the City's request, the Contractor shall make itself available to attend four meetings per year with City staff and/or the City commissions to report on issues concerning the street lighting system, and to discuss any opportunities to make improvements in the system that may yield cost savings or improved energy efficiency.

At the City's request, the Contractor shall prepare CL&P Energy Efficiency rebate forms when conversions to LED lighting are completed.

Such assistance shall be considered included in the unit cost for "Base Maintenance Services (Year)" and will not be paid for separately.

10. Licensing Of Workers

All workers employed by the Contractor shall be properly licensed, trained, certified and insured to perform installation, removal, replacement, relocation, transfer and maintenance work on street lighting equipment in close proximity to high voltage electrical conductors. Documentation of the proper license, training, certification, and insurance in accordance with NB208 for any and all employees of the contractor that will be performing this work shall be provided as a part of the proposal submittal. Please refer to Attachment C- NE Utilities System Form NB-208.

The Contractor shall certify, in writing, that they will perform street lighting maintenance services in compliance with all applicable federal, state and local laws, regulations, safety codes and ordinances. This specifically includes drug testing for all CDL licensed drivers and copies of driver's histories for any employees who operate the vehicle in performance of services related to this scope of services.

11. Traffic Control

The Awarded contractor shall provide maintenance and protection of traffic. However, in cases when a uniformed police officer is required based on the City of Middletown's ordinances, the awarded contractor shall contact the Public Works Department and aid in the planning and coordination for such instances. It will be the City of Middletown's responsibility to hire and pay for their services in such cases.

12. Equipment

The Contractor shall provide a bucket truck with the capability of safely servicing poles up to 40 feet in height. When required, the Contractor shall supply a truck mounted auger sufficient for setting new poles. Current OSHA certifications for the boom and bucket truck shall be provided to the City prior to the start of the contract and resubmitted on an annual basis. The vehicle and crew must be capable of drilling a hole and setting wooden, metal, or fiberglass streetlight poles as may be required periodically. The contractor is required to contact Call before You Dig at least 2 full working days prior to commencement of drilling operations. The Contractor will be permitted to park their vehicle(s) on City-owned property at a location to be agreed upon with the Engineer.

13. Materials

The Contractor shall submit to the City for approval a list of proposed materials to be used for this contract.

Forms specified as “City-furnished” will be stored in the Dept. of Public Works office in City Hall, 245 DeKoven Drive, Middletown.

14. Full Cutoff Fixtures

Any fixture that requires replacement pursuant to this contract shall be replaced with a “full-cutoff” fixture in accordance with State requirements, unless the City informs the contractor that the pole location is exempt from this requirement and a different fixture type is required. Generally speaking, lights at high traffic intersections, schools, or hospitals, will be exempt from the full cut-off requirement.

15. Contractor Liaison

The Contractor shall designate a qualified company representative who shall be employed on a full-time basis to coordinate all work performed and act as the liaison between the Contractor and the City. This representative will be selected by the Contractor and shall be approved by the City, which approval shall not be unreasonably withheld.

16. Answering Service for Emergency Calls

The Contractor shall have an answering service available to receive emergency calls from the City twenty-four (24) hours per day, including holidays, for the term of the contract.

17. Disposal of Materials

The Contractor shall properly manage, handle, recycle and dispose of any materials that are hazardous under federal, state, or local statute, ordinance, regulation, or agency order. The Contractor shall be deemed the “generator” for the purposes of Resource Conservation and Recovery Act (RCRA) requirements. All metal items shall be provided to the City of Middletown for recycling at the City’s recycling center at 185 Johnson Street.

18. Codes and Standards

The work to be performed must meet all applicable laws and codes, whether Federal, State or local, and adhere to the standards for street lighting equipment set forth in Connecticut Light & Power’s form NB-208, which is attached hereto and made a part hereof, and as such form NB-208 may be amended in the future by PURA.

19. Basis and Method Of Contract Payment

The base contract fee for services to be performed by the Contractor pursuant to the Section titled **“Technical Specifications, Scope of Work”**, stated within, for the term of this contract shall be as follows:

- **Base Maintenance Services:**
This item will be paid for on a monthly basis. The payment shall be equal to the total number of streetlights in the system multiplied by the contract unit price for that year divided by 12. For example, if the contract bid unit price per light for Year 1 is \$10.00, and if the City owns 5133 lights, then the monthly payment would be $(5133 \times \$10.00)/12$, or \$4277.50. The payments due the Contractor for Base Maintenance Services under this contract shall be adjusted at the beginning of each contract year based on the actual number of streetlights in the streetlight system. No further adjustments shall be made during the contract year for streetlight additions or deletions.
- **Additional Services not covered under the Base Maintenance Service:**
- **Emergency Repair Services:** This item is based on an “an hourly rate” for repairs during evenings, weekends, and holiday’s for the term of the contract (36 months).
- **New Installations:** These items will be paid for on a per-incident basis at the contract unit price. The contract unit price for these items shall remain for the duration of the three year contract and no additional markup or inflation factor will be applied.
- **Extra Work:** These items will be paid for on an hourly basis at the contract unit price. The contract hourly rate shall remain for the duration of the three year contract and no additional markup or inflation factor will be applied. All extra work must be pre-approved by the City.

BID BOND

KNOW ALL MEN BY THESE PRESENT, that we the undersigned

as Principal, and _____

as Surety are held and firmly bound unto the **City of Middletown** hereinafter called the

"Owner", in the penal sum of \$ _____ Dollars (\$ _____) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated for **BID # #2014-011 STREETLIGHT MAINTENANCE SERVICES FOR THE CITY OF MIDDLETOWN-PUBLIC WORKS**

DEPARTMENT

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same or within any extended time period agreed to by the Principal, Surety and Owner, or if no period be specified, within sixty (60) days, after the said opening, and shall within the period specified therefore, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written Contract with the Owner in accordance with the Bid as accepted, and give bond with good and sufficient performance and proper fulfillment of such Contract; then the above obligation shall be null and void and of no effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of this Bid Bond as liquidated damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this ____ day of _____, 2014, the name and corporate seal of each by its undersigned representative pursuant to authority of its governing body.

No extension of time or other modification of this Bid Bond shall be valid unless agreed to in writing by the parties of this Bond.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE

HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

_____(Seal)
Individual Principal

Business Address

Attest: _____
By: _____
Corporate Principal

Business Address

Affix Corporate Seal
Attest: _____
By: _____

Corporate Surety

Business Address

By _____Affix Corporate Seal

Countersigned by _____

*Attorney-in-fact, State of _____

*Power-of-Attorney for person signing for Surety Company must be attached to bond.

PERFORMANCE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____

as Principal, hereinafter called "Principal", and

as Surety, hereinafter called Surety, are held and firmly bound unto the City of Middletown, Connecticut, as Obligee, hereinafter called "City" in the amount of:

_____ (\$ _____)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has, by written agreement dated _____, entered into a Contract with the City for

BID #2014-011 STREETLIGHT MAINTENANCE SERVICES FOR THE CITY OF MIDDLETOWN-PUBLIC WORKS DEPARTMENT

Which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall faithfully and promptly perform said Contract, and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman were equal to the rates of wages customary or then prevailing for the same trade or occupation in the City of Middletown, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time by the City.

Whenever Principal shall be, and declared by the City to be in default under this Contract, the City having performed Owner's obligations there under, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or,
2. Obtain a bid or bids for submission to the City for completing the Contract in accordance with its terms and conditions, and upon determination by the City and Surety of the lowest responsible Bidder, arrange for a Contract

between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion.

Any suit under this Bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall occur on this Bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators or successors of the City.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

Signed and sealed this ____ day of _____, 2014

In the presence of:

_____(SEAL)
Principal

By _____

_____(SEAL)
BY _____

Power-of-Attorney for persons signing for Surety Company or Principal must be attached to Bond.

LABOR AND MATERIAL PAYMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: that _____ as Principal, hereinafter called "Principal", and as Surety, hereinafter called "Surety", are held and firmly bound unto the City of Middletown, Connecticut, as Obligee, hereinafter called the City, for the use and benefit of claimants as hereinbelow defined, in the amount of dollars (\$) for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____, entered into a Contract with the City for **BID #2014-011**

STREETLIGHT MAINTENANCE SERVICES FOR THE CITY OF MIDDLETOWN-PUBLIC WORKS DEPARTMENT

Made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal shall pay for all labor and materials furnished to himself or to his subcontractors for use in the prosecution of the work, and used therein, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Sections 49-41 to 49-43 of the Connecticut General Statutes, as amended, and the rights and liabilities hereunder shall be determined and limited by said sections to the same extent as if they copied at length herein.

ANY CHANGES, MODIFICATIONS, AMENDMENTS AND / OR ALTERATIONS TO THIS ORIGINAL BOND FORM SHALL BE HIGHLIGHTED AND THE CITY SHALL BE ADVISED OF SAME AND CONSENT TO SAME PRIOR TO ITS ACCEPTANCE OF THE BOND AS SO CHANGED, MODIFIED, AMENDED, AND / OR ALTERED.

In Witness whereof, the above bounded parties have executed this instrument and set their respective seals on the date listed above.

Signed and sealed this ____ day of _____, 2014,

In the presence of:

Principal

By _____

Surety

By _____

Power-of-Attorney for persons signing for Surety Company or Principal must be attached to Bond.

CERTIFICATE OF SURETY

The undersigned, _____, hereby certifies that it is a surety, duly authorized to do business in the State of Connecticut and hereby agrees and guarantees to furnish to the labor and material payment bond and/or the performance bond required by the Contract Documents, as defined in **BID #2014-011 STREETLIGHT MAINTENANCE SERVICES FOR THE CITY OF MIDDLETOWN-PUBLIC WORKS DEPARTMENT**

if _____ 's bid is accepted by the City of Middletown.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this _____ day of _____, 2014.

Signed, Sealed and Delivered
in the Presence of:

SURETY COMPANY OF DULY
AUTHORIZED AGENT

Its _____, Duly Authorized

CITY OF MIDDLETOWN
PURCHASING DEPARTMENT

CHECK LIST

.....

BID #2014-011
STREETLIGHT MAINTENANCE SERVICES
FOR THE CITY OF MIDDLETOWN
PUBLIC WORKS DEPARTMENT

The following forms are required for submittal for the above referenced bid and shall be submitted with the bid proposal pages by the time and date specified. This check list is provided for the bidder's use and shall not be required for submittal. **The following forms shall be submitted.**

FORM DESCRIPTION

Bidder please enclose the following forms with your bid:

- _____ 1. BID PROPOSAL PAGES: pages 28 through 32
- _____ 2. NON-COLLUSIVE STATEMENT: page 33
(Notarized Original)
- _____ 3. BID BOND (10%)
- _____ 4. CERTIFICATE OF SURETY
- _____ 5. LOCAL BIDDER AFFIDAVIT (Middletown based businesses only)
- _____ 6. BIDDERS REFERENCE SHEET, EMPLOYEE LIST

BID PROPOSAL PAGE

**BID 2014-011
STREETLIGHT MAINTENANCE SERVICES
FOR THE CITY OF MIDDLETOWN**

Issue Date: 05/06/2014 Reply Date: Friday, May 23, 2014 at 11:00 am

To: Supervisor of Purchases
City of Middletown
Municipal Building, Room 112
245 DeKoven Drive
Middletown, CT 06457

We the undersigned have examined the contract documents inclusive of the Information to Bidders, General Specifications, Technical Specifications/Scope of Work, Conditions of Service Agreement and related contract documents and propose and agree to contract with the City of Middletown to provide the services as described here-in for a contract term of three (3) years to commence on July 1, 2014 and terminating June 30, 2017 as follows:

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED	
_____	_____
COMPANY NAME	SIGNATURE AND TITLE

The bid is made with the understanding that it cannot be withdrawn for ninety (90) days after the date set for opening of the bids.

Bid Bond or Check is attached to this bid in the amount of:

_____ (\$ _____)

Written figures

Bid Security from: _____
(Insert Bonding Company/Bank name and address on the line provided.)

**BASE BID
REGULAR MAINTENANCE CONTRACT**

ITEM #	QTY	ITEM DESCRIPTION	EXTENSION IN FIGURES
1.	12	CONTRACT YEAR ONE (JULY, 2014-JUNE, 2015) MAINTAIN 5133 STREETLIGHTS UNIT PRICE MONTH. <div style="text-align: right;">_____ (\$ _____)</div> Written Figures	\$ _____
2.	12	CONTRACT YEAR TWO (JULY, 2015-JUNE, 2016) MAINTAIN 5133 STREETLIGHTS UNIT PRICE MONTH. <div style="text-align: right;">_____ (\$ _____)</div> Written Figures	\$ _____
3.	12	CONTRACT YEAR THREE (JULY, 2016-JUNE, 2017) MAINTAIN 5133 STREETLIGHTS UNIT PRICE MONTH. <div style="text-align: right;">_____ (\$ _____)</div> Written Figures	\$ _____
Bid Prices are all inclusive of transportation costs, all necessary labor, machinery, tools, apparatus, equipment and fuel to do all the work and furnish all materials in accordance with the Contract Documents, the sum of: TOTAL BID ITEMS 1-3 INCLUSIVE SHALL BE: <div style="text-align: right;">_____ (\$ _____)</div> Written Figures			
ADDITIONAL SERVICES (OUTSIDE OF BASE BID REGULAR MAINTENANCE CONTRACT)			
4.	EST. 30 HOURS	EXTRA WORK SERVICES BETWEEN THE HOURS OF 7:00 A.M – 5:00 P.M. UNIT PRICE PER HOUR <div style="text-align: right;">_____ (\$ _____)</div> Written Figures	\$ _____
5.	EST. 30 HOURS	EMERGENCY REPAIR SERVICES DURING EVENINGS, WEEKENDS AND HOLIDAYS. UNIT PRICE PER HOUR <div style="text-align: right;">_____ (\$ _____)</div> Written Figures	\$ _____

6.	EACH	INSTALL LOW MOUNT FIBERGLASS POLE AND FIXTURE (TRADITIONAL) UNIT PRICE PER EACH <div style="text-align: right;">(\$ _____)</div> Written Figures	<div style="text-align: right;">\$ _____</div>
7.	EACH	INSTALL LOW MOUNT FIBERGLASS POLE AND FIXTURE (CONTEMPORARY) UNIT PRICE PER EACH <div style="text-align: right;">(\$ _____)</div> Written Figures	<div style="text-align: right;">\$ _____</div>
8.	EACH	INSTALL HIGH MOUNT WOOD POLE AND FIXTURE UNIT PRICE PER EACH <div style="text-align: right;">(\$ _____)</div> Written Figures	<div style="text-align: right;">\$ _____</div>
9.	EACH	INSTALL LOW MOUNT POLE AND FIXTURE (TOWN FURNISHED) UNIT PRICE PER EACH <div style="text-align: right;">(\$ _____)</div> Written Figures	<div style="text-align: right;">\$ _____</div>
10.	EACH	INSTALL HIGH MOUNT POLE AND FIXTURE (TOWN FURNISHED) UNIT PRICE PER EACH <div style="text-align: right;">(\$ _____)</div> Written Figures	<div style="text-align: right;">\$ _____</div>
11.	EACH	RESET EXISTING FOUNDATION UNIT PRICE PER EACH <div style="text-align: right;">(\$ _____)</div> Written Figures	<div style="text-align: right;">\$ _____</div>
Bid Prices are all inclusive of transportation costs, all necessary labor, machinery, tools, apparatus, equipment and fuel to do all the work and furnish all materials in accordance with the Contract Documents, the sum of: TOTAL BID ITEMS 4-11 INCLUSIVE SHALL BE: <div style="text-align: right;">(\$ _____)</div> Written Figures			
GRAND TOTAL BID ITEMS 1-11 INCLUSIVE SHALL BE: <div style="text-align: right;">(\$ _____)</div> Written Figures			

We acknowledge receipt of the following addendum, if applicable:

Addendum # 1 Date _____

Addendum # 2 Date _____

Please State Payment Terms: _____% Net _____ Days.

Contract Extension: Our pricing shall be held firm at the quoted unit prices herein should the City exercise its right to extend the contract for one additional year.

 or
YES NO

Please state response time for normal repairs from notification: _____

Minimum of Five (5) day requirement

Please state response time for emergency repairs from notification:_____

Minimum of Three (3) hour requirement

Provide Emergency Phone Numbers and Contact Person:

Contact Name

Emergency Number

Fax

#Email Address

Date: _____

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank. Thank you.

Date: _____

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization:
(Please Check One)

_____ **Individual / Sole Proprietor**

_____ **Limited Liability Company / Partnership**

_____ **Corporation**

Contact Information

Contact Name: _____ **Title:** _____

Additional Contact: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN (**PAGE 33**)

CITY OF MIDDLETOWN CONNECTICUT

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

- I. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other bidder of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date_____

Signed

Company

Address

Telephone Number

Bidder's Reference Sheet
BID #2014-011
STREETLIGHT MAINTENANCE SERVICES
FOR THE CITY OF MIDDLETOWN

Name of Bidder: _____

Address: _____

REFERENCE #1

Name: _____

Address: _____

Telephone: _____

Contact Individual: _____

Product/Project/Service:

Description: _____

Total Contract Sum: \$ _____

REFERENCE #2

Name: _____

Address: _____

Telephone: _____

Contact Individual: _____

Product/Project/Service:

Description: _____

Total Contract Sum: \$ _____

REFERENCE #3

Name: _____

Address: _____

Telephone: _____

Contact Individual: _____

Product/Project/Service:

Description: _____

Total Contract Sum: \$ _____

Employees Qualified to Perform Work On This Contract			
NAME	ADDRESS	HIRE DATE	Type of License, # and Expiration Date (Attach copy for each employee)

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

_____ and all of its subcontractors
Company Name

signed

Notary Public

My Commission Expires:_____

EXHIBIT A - INSURANCE REQUIREMENTS

**Bid # 2014-011
Streetlight Maintenance Services
For the City of Middletown
Public Works Department**

A. GENERAL REQUIREMENTS:

The **CONTRACTOR** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **CONTRACTOR'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **CONTRACTOR** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **CONTRACTOR'S** responsibility under this contract.

The **CONTRACTOR**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. Upon request, the **CONTRACTOR** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the CONTRACTOR forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **CONTRACTOR** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$100,000 Each Accident
\$500,000 Disease, Policy Limit
\$100,000 Disease, Each Employee

(2) Commercial General Liability Insurance -

The **CONTRACTOR** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$1,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) Business Automobile Liability Insurance -

The **CONTRACTOR** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

C. SUBCONTRACTOR REQUIREMENTS:

The **CONTRACTOR** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **CONTRACTOR** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **CONTRACTOR** shall require that the City of Middletown be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **CONTRACTOR** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**DAWN M. WARNER
RISK MANAGER**

**April 28, 2014
DATE**

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Bid Documents Enclosed:

Bid # 2014-011- STREETLIGHT MAINTENANCE SERVICES FOR THE CITY OF MIDDLETOWN

Return Date: Friday, May 23rd, 2014 at 11:00 am


**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**



SECTION 2

NB-208 ATTACHMENT

BUSINESS PROCEDURE

 Northeast Utilities System	SUBJECT STREET LIGHTING: MUNICIPAL- OWNED EQUIPMENT		NUMBER NB-208
	DATE REVISED September 2010	DATE EFFECTIVE August 1, 2011	ISSUED BY Director-CL&P System Operations

I. PURPOSE

To set forth a policy for providing electric supply for street and security lighting where the lighting equipment is owned (or leased) and maintained by a municipality and the Company is relieved of the expense and investment in equipment and facilities used exclusively by the municipality for street and security lighting with the exception of dedicated street lighting conductors.

II. SCOPE


This policy applies only to the street and security lighting owned (or leased from third parties) and maintained by the municipality within a specifically defined geographic area of that municipality and receive service under CL&P Rate 117.

III. POLICY

A. General Policy

1. Under CL&P Rate 117, it is the municipality's responsibility to provide, own and maintain the luminaire, lamp, photocell, bracket, fixture wire, conduit, hardware and ownership identification labels except for the fixture wire molding and connectors which will be supplied by the Company at the municipality's expense after the initial connection of a new street light or security light. The Company will make the initial connection to its distribution system at no charge to the municipality. Poles used exclusively for street lighting must be owned, installed, and maintained by the municipality. However, if the extension of the Company's distribution system necessitates the use of a dedicated, overhead-fed street light pole, the municipality shall sell the pole to the Company at its current book value.
2. Dedicated street lighting conductors will be owned and maintained by the Company at no charge to the municipality. Underground conduits containing dedicated street lighting conductors will be installed, owned and maintained by the municipality.
3. Municipal-owned street lighting service is available under CL&P Rate 117. The lighting qualifying for partial street lighting service shall consist of all street lighting equipment within a specifically defined geographic area of the municipality. For purposes hereof, such a specifically defined geographic installation area of a municipality's street lighting equipment shall consist of not less than all lighting equipment on a public way lying between the intersections of that public way and two other public ways or one other public way and a dead end or the municipality's boundary.
4. A municipality may purchase street lighting equipment over a period not to exceed five years. If the Municipality elects to phase-in the purchase of its street lights

BUSINESS PROCEDURE

 Northeast Utilities System	SUBJECT STREET LIGHTING: MUNICIPAL- OWNED EQUIPMENT	NUMBER NB-208
DATE REVISED September 2010	DATE EFFECTIVE August 1, 2011	ISSUED BY Director-CL&P System Operations

over multiple years, the Municipality must purchase all street lights billed to the municipality's accounts within five years from the date of the first purchase. All purchase phases shall consist of contiguous geographic sections, as described in paragraph 3.

5. Upon Written request, the Company will provide the municipality with an estimated purchase price. This price will be held firm for a period not to exceed six months. Adjustments will be made, as necessary, for depreciation, installations, removals and changes that occur subsequent the calculation of the estimated purchase price.

B. Rates

1. The monthly charges for municipal-owned street lighting service shall be in accordance with CL&P Rate 117 in effect at the time of service.
2. As approved in CL&P Rate 117, a monthly charge has been assigned to the most common types and sizes of light sources. The total lamp and ballast wattage has been used to determine the charge. Twin lamps are billed at twice the listed charges. For light sources other than those listed, the appropriate charge will be determined by the total lamp and ballast wattage multiplied by the applicable charge per watt shown in the Partial Street Lighting Rate under "Other Wattage's."

C. Agreement

A signed agreement will be required between the Company and the municipality electing to take service under CL&P Rate 117. The agreement defines the specific responsibilities required by the rate and the inventory of the municipal-owned lights. A sample agreement is shown in Exhibit NB-208-A.

IV. CONDITIONS/REQUIREMENTS


A. Point of Service/Character of Service

The point of service shall be designated by the Company. The Character of Service shall normally be unmetered, 60 hertz, alternating current, 120 volts. If an extension of the Company's distribution facilities is required for municipal-owned street lighting service only, the municipality will pay for the total cost of installation. Whenever possible, NB-2 will be used to derive the customer charges. When required construction includes items not listed in NB-2, the charges will be computed by alternate means.

B. Equipment

The equipment to be installed and connected to the Company's facilities must be acceptable to the Company and other joint users or prior licensees.

BUSINESS PROCEDURE

 Northeast Utilities System	SUBJECT STREET LIGHTING: MUNICIPAL- OWNED EQUIPMENT	NUMBER NB-208
DATE REVISED September 2010	DATE EFFECTIVE August 1, 2011	ISSUED BY Director-CL&P System Operations

1. Only luminaires, mounting brackets and accessories which meet Company standards and applicable codes, or have received prior Company approval as equal or compatible with Company standards, will be acceptable for installation and connection to the Company's distribution system.
2. Municipal-owned equipment must include controls for daily dusk (one-half hour after sunset)-to-dawn (one-half hour before sunrise) operation, resulting in annual illumination of approximately 4,150 hours or for daily dusk (one-half hour after sunset)-to-midnight operation, resulting in annual illumination of approximately 2,210 hours. The municipality is required to use only programmable photocells that are approved by the Company if it selects dusk-to-midnight operation.

The municipality is responsible for all repair or replacement of inoperative fail-on type lighting controls within 30 days of failure. The Company reserves the right to conduct periodic inspection of municipal-owned equipment for fail-on operation of municipal lights. Repair or replacement of defective controls shall be made within 30 days of failure or within 10 days of written notification by the Company, or the equipment will be disconnected at the expense of the municipality.

3. Installations requiring operating conditions and times other than shown in B.2, above, shall be served on a metered service or the Unmetered Electric Service Rate, if they qualify.
4. Municipal-owned equipment shall contain the lamp type and size as recorded with the Company and shall be subject to a periodic field audit to confirm same. If additional lamps have been installed, or larger size lamps are found in the equipment and previously unreported as a change, the Company will correct the billing and seek restitution under Section 16-259a of the Connecticut General Statutes.

C. Records


Record keeping, as well as the engineering design, layout, mapping and written notification to the Company of changes on the system, shall be the responsibility of the municipality. For all new installations, the initial requests for service must include a map or detailed drawing showing the location by pole number; type, number and size of the lamp(s) to be installed.

All subsequent changes to an existing municipal-owned system, other than replacements of like size and type, must be reported to the Company within 30 days of the time of change. All changes must be reported (Attn: Project Manager – Streetlighting Billing and Accounting Department) in a format as shown on Exhibit B of Exhibit NB-208-A.

D. Installations and Removal


1. The Company will designate the character of service and point of connection.

BUSINESS PROCEDURE

 Northeast Utilities System	SUBJECT STREET LIGHTING: MUNICIPAL- OWNED EQUIPMENT	NUMBER NB-208
DATE REVISED September 2010	DATE EFFECTIVE August 1, 2011	ISSUED BY Director-CL&P System Operations


2. If necessary, the Company will extend its distribution facilities to a designated point of service and bill the municipality the Company's installation cost for that extension. Whenever possible, NB-2 will be used to derive the municipal charges. When required construction includes items not listed in NB-2, the charges will be computed by alternate means.
3. The Company, upon request, will rearrange existing distribution facilities, as required, to install a new fixture or relocate an existing fixture on an existing pole, when it has been determined by the Company that such work is feasible and the municipality agrees to pay the cost incurred (based on the Company's estimated costs). This does not preclude charges by other users such as telephone and cable television. Where such rearrangement also requires pole replacement, the municipality shall pay the estimated total cost plus the un-depreciated cost of the removed facilities with consideration for salvage.
4. The municipality may request attachment of municipal-owned street lighting equipment to Company-owned poles along streets and public ways be performed by the Company, such work will be performed by the Company at a charge to the municipality as shown in Exhibit NB-208-B under the following conditions:
 - a) Attachment is deemed feasible by the Company;
 - b) Consent of a joint-owner is either not required or can be obtained without cost to the Company;
 - c) Attachment does not conflict with existing attachments or rights of any other licensee;
 - d) Attachment does not require the consent of a private property owner (or consent is obtained).
 - e) Attachment includes the mounting of the bracket on the pole (Company or joint-owned pole) and the connection of the fixture conductors to the Company secondary conductors. The initial connection of a new street light to the Company's distribution system will be at no charge to the municipality.
5. The municipality may elect, at its sole cost, liability and expense, to have a qualified contractor or qualified municipal employees attach the municipality's street lighting equipment to Company owned poles provided the municipality:
 - a) Obtains consent from the Company that the attachment is feasible without modifications to the pole or the municipality pays for any necessary modifications.
 - b) Obtains the consent of all other joint-owners of the pole if required without cost to the Company.

BUSINESS PROCEDURE

 Northeast Utilities System	SUBJECT STREET LIGHTING: MUNICIPAL- OWNED EQUIPMENT	NUMBER NB-208
DATE REVISED September 2010	DATE EFFECTIVE August 1, 2011	ISSUED BY Director-CL&P System Operations

- c) Attachment does not conflict with existing attachments or rights of any other licensee.
 - d) Attachment does not require the consent of a private property owner (or consent is obtained).
 - e) Connection and disconnection to the Company's distribution system will be made by the Company following receipt of a written notice from the municipality that its street lighting equipment has been attached. This attachment includes the connection of the fixture conductors to the Company secondary conductors. The initial connection of a new street light to the Company's distribution system will be at no charge to the municipality. Under no circumstances shall a municipally owned street light be connected to or disconnected from the Company's distribution system by anyone other than authorized Company personnel.
6. Except as provided in paragraph 5, a municipality's work is limited specifically to maintenance work which includes such items as cleaning of fixture parts, relamping, replacing photo controls, replacing glassware and luminaire replacements or adjustments. All work shall be performed in accord with applicable safety codes. It will be the municipality's responsibility to ensure that no electrical potential exists between the fixture and ground.
7. All newly installed municipal-owned equipment must include an ownership identification marking or label, on the fixture, which is readily visible from the ground during daylight hours. All municipal-owned luminaires purchased from the Company shall be labeled by the municipality at the time of sale but in no case later than six (6) months from the time of sale. In addition, the equipment shall have lamp fixture identification in accordance with the latest "ANSI Standard for High Intensity Discharge Lamps and Luminaires" (ANSI Publication C136.15 - 1980 and subsequent revisions).
8. Luminaires to be installed on overhead distribution poles by the Company will be supplied to the Company by the municipality complete with bracket, lamp, photocell, labels, fixture wires and glassware. Fixture wire molding and connectors will be supplied by the Company at the municipality's expense, except in the case of the initial connection of a new street light or security light to the Company's distribution system which will be at no charge to the municipality. Company-owned equipment will not be loaned, sold, exchanged or used for repair of municipal-owned street lighting equipment.
9. Luminaires on municipal-owned poles supplied from the Company's underground system, conduit system or direct burial distribution facilities will be connected to the Company's facilities at the base of the pole. The cost of extending facilities to that location will be borne by the municipality. The initial connection at the base of

BUSINESS PROCEDURE

 Northeast Utilities System	SUBJECT STREET LIGHTING: MUNICIPAL- OWNED EQUIPMENT	NUMBER NB-208
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the pole of a new street light to the Company's distribution system will be at no charge to the municipality.

10. The Company shall have the right, but not the obligation, to inspect and discontinue service to any municipal-owned equipment which, in the opinion of the Company, has or will become unsafe for any cause beyond the Company's control or which has been connected to the Company's distribution system by unauthorized personnel. The municipality shall be promptly notified of this action.
11. When it is necessary to relocate, replace, or transfer municipal-owned equipment to substitute poles or to perform any other work in connection with said equipment that may be required by the Company or the joint-owners, such work will be performed by the Company or by the municipality's qualified contractor or qualified municipal employees at the municipality's expense.

Normally, 30 days' notice of required work will be provided to the Company. In an emergency, the Company will remove, relocate or replace the municipality's equipment and the municipality shall be billed by the Company in accordance with the charges set forth in Exhibit NB-208-B.

12. Municipal requests for installation, removal, connections or disconnects by the Company will be scheduled during normal working hours and within the requirements of the work management system. Emergency and/or unusual conditions will merit special attention.
13. When the municipality requests the Company to fix a service to a municipal-owned street light and the problem is found to be with the municipal-owned street lighting equipment, the municipality will be billed the Company's actual cost for the service call.

E. Special Condition


With notification (30 days when possible), the Company shall remove municipal-owned equipment from Company-owned facilities which are no longer required for Company or municipal purposes, or the municipality may purchase such Company-owned facilities as the municipality requires. The cost of such purchase shall be un-depreciated value of the facilities.

F. Maintenance of Dedicated Street Lighting Conductors and Conduits

Dedicated street lighting conductors will be owned and maintained by the Company. Underground conduits containing dedicated street lighting conductors will be installed, owned and maintained by the municipality.

G) Qualifications for Contractors and Municipal Employees

BUSINESS PROCEDURE

 Northeast Utilities System	SUBJECT STREET LIGHTING: MUNICIPAL- OWNED EQUIPMENT	NUMBER NB-208
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Any contractor or municipal employee utilized by the municipality to perform street light maintenance work on Company owned poles shall be properly trained, certified (i.e., licensed) and, in the case of a contractor, properly insured, prior to performing such work. Such work shall be performed in accordance with all applicable federal, state and local laws, regulations, safety codes and ordinances.

Prior to the commencement of any work on Company or jointly owned poles, the municipality shall provide written certification to CL&P in the form of Exhibit NB-208-C.

THE CONNECTICUT LIGHT AND POWER COMPANY

AGREEMENT FOR SERVICE UNDER
RATE 117 - PARTIAL STREET LIGHTING SERVICE

This is an agreement entered into as of the ____ day of _____, _____, by the ____ of _____ ("the Municipality"), and The Connecticut Light and Power Company ("the Company") for the supply of service under the Company's Rate 117 - Partial Street Lighting Service, as such rate may be amended from time to time. The Municipality agrees to take and the Company agrees to provide Partial Street Lighting Service for the Municipal-owned street lighting equipment described and located _____ (describe location/borders) and further detailed on Exhibit A attached hereto (as the same may be amended from time to time), under the following conditions:

1. Street lighting Equipment - For purposes of this agreement the term "street lighting equipment" shall mean the bracket, luminaire, lamp, photocell, fixture conductor, wire, hardware and controls for daily dusk-to-dawn or dusk-to-midnight operation for each lighting unit, all of which are owned by the Municipality. When the Municipality owns the mounting pole, it shall also be deemed to be street lighting equipment.

All street lighting equipment shall bear an ownership identification marking or label which is readily visible from the ground during daylight hours. All street lighting equipment purchased in place from the Company shall be so identified at the expense of the Municipality no later than six (6) months from the time of purchase. In addition, street lighting equipment shall have lamp fixture identification in accordance with the latest NEMA or ANSI Standard for High Intensity Discharge Lamps and Luminaires (ANSI Publication C 136.15 - 1980 and subsequent revisions).

Changes to the street lighting equipment shown on Exhibit A (as amended from time to time), other than replacement by like size and type, shall be reported to the Company within 30 days of the time of the change in the format as shown on Exhibit B. No street lighting equipment may be installed unless it includes controls for daily dusk (one-half hour after sunset)-to-dawn (one-half hour before sunrise) operation resulting in annual illumination of approximately 4,150 hours or for daily dusk (one-half hour after sunset)-to-midnight operation, resulting in annual illumination of approximately 2,210 hours.

Street lighting equipment may not be installed without a regulated or reactor ballast with a power factor of not less than 85%, or without attachments or connections made in accordance with the specifications of the National Electric Safety Code and Company specifications. Street lighting equipment shall at all times contain the lamp type and size as recorded with the Company and shall be subject to a periodic field audit by the Company to confirm same. If the Company finds lamps which are in addition to or larger than those reported by the Municipality, the Company will seek restitution under Section 16-259a of the Connecticut General Statutes.

2. Ownership of Street Lighting Equipment - The Municipality represents that it owns all the street lighting equipment described in Exhibit A. Dedicated street lighting conductors are owned and maintained by the Company.

If the Municipality elects to phase-in the purchase of its street lights over multiple years, the Municipality must purchase all street lights billed to the municipality's accounts within five years from the date of the first purchase.

3. Maintenance of Street Lighting Equipment - The Municipality shall maintain the street lighting equipment at its own expense. Maintenance shall not include connection or disconnection to the Company's distribution system, which shall be performed by Company personnel only. In performing such maintenance work the Municipality shall not permit its agents, employees or contractors to come

into contact with the Company pole or any other Company property, that is, they shall not climb or otherwise ascend Company poles but shall maintain the street lighting equipment on such poles by using an aerial device.

The Municipality shall insure that any maintenance work performed by or on behalf of the Municipality, or any failure to perform any such maintenance, will not cause an electrical potential to be created between the street lighting equipment and the ground.

The Municipality shall repair and replace inoperative fail-on type lighting controls within 30 days of failure or within 10 days of written notification by the Company, whichever is earlier. If the Municipality fails to do so; the Company may disconnect the affected street lighting equipment at the expense of the Municipality.

The Company shall have the right, but not the duty, to inspect and discontinue service to any Municipality-owned street lighting equipment which, in the opinion of the Company, has become unsafe for any reason, or which has been connected to the Company's distribution system by unauthorized personnel. The Company shall promptly notify the Municipality of this action.

The company-owned dedicated street lighting conductors will be maintained by the Company at no charge to the Municipality. Underground conduits containing dedicated street lighting conductors will be installed, owned and maintained by the municipality.

4. Connection and Disconnection of Street Lighting Equipment - Connection of street lighting equipment wire to, and disconnection from, the Company's distribution system will be performed by the Company personnel only upon written request of the Municipality at the expense of the Municipality. The Company will make the initial connection to its distribution system at no charge to the Municipality. Connections and disconnects will be scheduled during the Company's normal working hours and will require thirty days notice, unless emergency conditions require otherwise.

5. Installation, Removal, Replacement, Relocation and Transfer of Street Lighting Equipment The services necessary to install, remove, replace, relocate or transfer street lighting equipment attached to Company poles may, at the municipality's option be performed by the Company or by the Municipality's qualified contractor or qualified municipal employees, at the expense of the Municipality. This involves attachment or removal of the bracket to/from the Company pole. The Municipality will provide the Company with any replacement street lighting equipment. Installation, removal, replacement, relocation and transfer performed by the Company will be scheduled during the Company's normal working hours and will require thirty (30) days notice, unless emergency conditions require otherwise. Company charges are contained in NB-208 as may be amended from time to time.

If the Municipality elects to use a qualified contractor or municipal employees to perform the removal, replacement, relocation, installation or transfer of the street light mounting bracket on Company owned poles, the Municipality will certify to the Company in writing that its contractors or municipal employees meet the qualifications as stated in NB-208, Conditions/Requirements, Section G. Such certification shall be provided in the form of Exhibit NB-208-C.

When the Municipality elects to have its qualified contractor or municipal employee attach or disconnect its street lighting equipment to a Company owned pole, it will first:

- a) Obtain consent from the Company that the attachment is feasible without modifications to the pole or the municipality pays for any necessary modifications.

- b) Obtain the consent of all other joint-owners of the pole if required without cost to the Company.
- c) Verify that the attachment does not conflict with existing attachments or rights of any other licensee.
- d) Verify that the attachment does not require the consent of a private property owner (or consent is obtained).
- e) Verify that the connection and disconnection to the Company's distribution system will be made by the Company following receipt of a written notice from the municipality that it's street lighting equipment has been attached. This attachment includes the connection of the fixture conductors to the Company secondary conductors. The initial connection of a new street light to the Company's distribution system will be at no charge to the municipality. Under no circumstances shall a municipally owned street light be connected to or disconnected from the Company's distribution system by anyone other than authorized Company personnel.

When the Company determines it is necessary to relocate or transfer street lighting equipment to a substitute pole for any reason, such work will be performed by the Company or by the Municipality's qualified contractor or qualified municipal employees, at the expense of the Municipality. Examples of work requiring such a relocation or transfer includes, but are not limited to, such work required because of damage to the pole or support bracket from a storm or vehicle, and transfers necessitated by the relocation or removal of the supporting pole. Except in the case of emergency, the Company will attempt to give 30 days' notice to the Municipality of any proposed relocation or transfer of street lighting equipment.

If a third party is or may be liable for payment of some or all of the expense of removal, replacement, relocation and transfer of street lighting equipment, the Company will attempt to recover such expense from such third party, but such action shall not excuse the Municipality from payment of such expense subject to reimbursement of any portion of such expense recovered by the Company.

6. Billing - All work performed by the Company at the expense of the Municipality shall be billed to the Municipality monthly, with reasonable itemization, at the Company's then current rates for such work. All such bills shall be payable when rendered; bills paid more than 60 days after billing shall bear interest at the rate of 1 percent per month from the date of billing.

7. Rates - All charges shall be in accordance with Rate 117 - Partial Street Lighting Service in effect at the time of service. For light sources other than those listed in Rate 117, the appropriate charge will be determined by the total lamp and ballast wattage multiplied by the applicable charge per watt shown in Rate 117 under "Other Wattages." No credit shall be allowed for inoperative fixtures.

8. Indemnification - The Municipality shall indemnify and hold harmless the Company and all other owners of poles to which street lighting equipment is or may be attached from and against all claims, costs, liabilities, losses, judgments and expenses, including reasonable attorneys' fees, that may arise to, or be suffered by, any of them as a result of the Municipality's ownership or control of the street lighting equipment or occasioned wholly or in part by any act or omission of the Municipality, its agents, employees or contractors in performance of maintenance, installation removal, replacement relocation transfer or other activities involving such street lighting equipment, or the Company's distribution system.

9. Amendment of Exhibit A - The addition of street lighting equipment to that listed in Exhibit A shall be subject to mutual agreement between the Company and the Municipality and shall be subject to the Company rules and regulations with respect to acceptable fixtures and installation practices. Removals or abandonments of street lighting equipment listed in Exhibit A shall be at the option of the Municipality, provided that no such equipment shall be removed or abandoned if it would result in a violation of the conditions of Rate 117. Street lighting equipment deleted from Exhibit A shall be removed from Company owned poles by the Company or by the Municipality's qualified contractor or qualified municipal employees at the Municipality's expense.

Each amendment to Exhibit A shall be evidenced in writing, which shall be in the format as shown on Exhibit B, executed by the Municipality and the Company, and shall define the effective date.

10. Pole Space Charges - As of the date of this agreement no pole rental fee for street lighting attachments has been approved by the DPUC. Nothing herein contained shall preclude the owner(s) of any pole to which any street lighting equipment may be affixed under the terms of this agreement from hereafter charging such annual pole rental or use fee as may be approved by the Department of Public Utility Control of the State of Connecticut after a hearing held pursuant to Section 16-19(s) of the Connecticut General Statutes.

Date

By _____
Duly Authorized

THE CONNECTICUT LIGHT AND POWER COMPANY

Date

By _____
Duly Authorized

Town of _____

AGREEMENT FOR SERVICE UNDER CL&P RATE 117
PARTIAL STREET LIGHTING SERVICE

EXHIBIT A

<u>Street</u>	<u>Pole #</u>	<u>Type</u>	<u>Number of Lamps</u>	<u>Lumens</u>	<u>Total Wattage</u>	<u>Date Installed</u>
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Note:

1. Type is: M - Mercury
S - High Pressure Sodium
H - Metal Halide
O - Ornamental
2. Total wattage includes the wattage for the lamp and ballast.
3. For municipal owned lighting equipment connected to the Company's street lighting equipment through a Company owned and maintained receptacle, the total wattage shall be the monthly equivalent wattage calculated for that receptacle.

AMENDMENT TO AGREEMENT FOR SERVICE UNDER CL&P RATE 117
PARTIAL STREET LIGHTING SERVICE
EXHIBIT B

Name _____
The Connecticut Light and Power Company
Address _____
City, State, Zip _____

Date _____

Dear Mr. or Ms. _____:

Please arrange to make the following changes or additions to billing for the municipal-owned street lighting equipment in the
_____(City/Town/Borough/District/etc.)____ of _____:

INSTALLATION:

<u>Street</u>	<u>Pole #</u>	<u>Type</u>	<u>Number of Lamps</u>	<u>Lumens</u>	<u>Total Wattage</u>	<u>Date Installed</u>
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REMOVAL:

<u>Street</u>	<u>Pole #</u>	<u>Type</u>	<u>Number of Lamps</u>	<u>Lumens</u>	<u>Total Wattage</u>	<u>Date Removed</u>
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Signed: _____

Date: _____

Municipal Unit (town, fire district, etc.): _____

Number of Units in Work Group*	1	Additional Units	Not to Exceed
1. Connect (OH)	\$227	\$131	16 Units
2. Disconnect (OH)	\$227	\$131	16 Units
3. Replace Luminaire	\$369	\$273	8 Units
4. Install Bracket & Luminaire	\$334	\$238	8 Units
5. Remove Bracket & Luminaire Disconnect	\$270	\$175	12 Units
6a. Transfer Bracket & Luminaire	\$399	\$303	7 Units
6b. Transfer Bracket & Luminaire (1/2 Setup)	\$350	\$254	8 Units
7. Connect Post Top or Ornamental Pole Luminaire	\$227	\$131	16 Units
8. Disconnect Post Top or Ornamental Pole Luminaire	\$227	\$131	16 Units

* Initial Travel Time of 0.67 /man-hours (20 Minutes) based on average travel time from CL&P districts to the center of the towns they serve.

** Based on travel time of 0.10, time to travel 1/2 mile between job sites (20 MPH)

The municipality will be billed the Company's actual costs for all work for emergency conditions that require the Company to verify the safety of CL&P's facilities or to make CL&P's facilities safe.